File Box 6

7573

11/26 79.84 CHECK

WARRANTY DEED

FROM: Arthur Jones, Jr. and wife, Jean H. Jones

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TO: Mary L. McCall and husband, Herbert T. McCall

Address New Owner(s) as follows:	Send Tax Bills to:	Map-Parcel No.
Mrs. Mary L. McCall 400 Louviers Lane Old Hickory, TN 37138	Central Tennessee Investment Company, Inc. 2517 Lebanon Road Nashville, TN 37214	Map 52 Parcel 5

This instrument prepared by: DEARBORN & EWING, Attorneys, Suite 1200, One Commerce Place, Nashville, Tennessee 37219

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $25,950.00.

Mary L. McCall
Affiant

Subscribed and sworn to before me, this the 20th day of November, 1979.

Betty R. Powers
Notary Public

My Comm. Expires: 7-26-80

FOR AND IN CONSIDERATION of the sum of Twenty-Five Thousand Nine Hundred Fifty and 00/100 Dollars ($25,950.00) the receipt of which is hereby acknowledged, Arthur Jones, Jr. and wife, Jean H. Jones, hereinafter called "Grantor," has this day bargained and sold, and does hereby transfer and convey unto Mary L. McCall and husband, Herbert T. McCall, hereinafter called "Grantee", (whether one or more persons or entities) his heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Apartment Unit No. A-5, of Neely's Bend Condominium created under Title 64, Sections 2701 et seq. as amended, Tennessee Code Annotated, and as established by a Master Deed, of record in Book 5483, page 86, Register's Office for Davidson County, Tennessee, together with the undivided percentage interest in the Common Elements appurtenant to said Unit as set forth in Exhibit A-1 of said Master Deed. Reference is hereby made to the plat of Neely's Bend Condominium of record in Book 5200, page 200, said Register's Office, for a more complete identification and description of such Unit.

Being the same property conveyed to Arthur Jones, Jr. and wife, Jean H. Jones by deed from Central Tennessee Investment Company, Inc., of record in Book 5511, page 680, Register's Office for Davidson County, Tennessee.

It is understood and agreed that Grantee will assume the indebtedness secured by Deed of Trust of record in Book 5511, page 705, Register's Office for Davidson County, Tennessee.

This is improved property, known as Apartment Unit No. A-5, Neely's Bend Condominium, 1301 Neely's Bend Road, Madison, Tennesse 37115.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said

Grantee his heirs and assigns, forever. Grantor covenants that it is lawfully seized and possessed of said real estate in fee simple, has a good right to convey it, and that the same is unencumbered, except:

1. Taxes for the year 1979, which have been prorated.

2. All terms and provisions of the Master Deed of record in Book 5483, page 86, Register's Office, Davidson County, Tennessee.

3. All terms and provisions of the Charter of Neely's Bend Condominium Association, Inc., of record in the Office of the Secretary of State of Tennessee under Document No. 00090 01074, in Book 5476, page 765, Register's Office, Davidson County, Tennessee, and the By-Laws and Rules and Regulations of said corporation.

4. Easements and restrictions as shown on the plat of Neely's Bend Condominium of record in Book 5200, page 200, Register's Office, Davidson County, Tennessee.

5. Such liens and other matters, if any, against which Grantee's title insurer commits to insure Grantee from loss as provided in the title insurance policy provided Grantee by Grantor.

6. Rights of tenant under existing lease, if any.

7. The Deed of Trust described above assumed by Grantee.

Grantor further covenants and binds itself, its successors and assigns, to warrant and forever defend the title to said real estate to said Grantee his heirs and assigns, against the lawful claims of all persons.

Grantee by acceptance of this deed hereby joins in and accepts, and agrees to be bound by the foregoing instruments creating Neely's Bend Condominium and Neely's Bend Condominium Association, Inc. Said Grantee further agrees hereby to pay all assessments whether special or general which are levied by Neely's Bend Condominium Association, Inc. in connection with Neely's Bend Condominium.

Grantee, as part of the consideration for this conveyance, further agrees to pay all real property taxes assessed against the real property herein conveyed to Grantee on or before January 1 of each year following the year for which such taxes are assessed. Grantee agrees that if such taxes are not paid by said date, then Central Tennessee Investment Company, Inc. may elect to pay such real property taxes, and in such event Central Tennessee Investment Company, Inc. shall have the right to collect the amount of such taxes paid from Grantee plus interest from the date of such payment at the highest rate permitted to be charged under the laws of the State of Tennessee in effect from time to time, together with all costs of collection, including reasonable attorneys' fees. This convenant of Grantee shall be binding upon the heirs, successors and assigns of Grantee and shall be deemed to be a covenant running with the real property herein conveyed until January 1, 1999, at which time the covenant of Grantee contained in this paragraph shall automatically expire.

IN WITNESS WHEREOF, the parties have executed this instrument on this 20th day of November, 1979.

Mary L. McCall

Herbert T. McCall

"GRANTEE(S)"

Arthur Jones, Jr.

Jean H. Jones

"GRANTOR"

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STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Betty R. Powers, a Notary Public in and for said County and State, the within named Mary L. McCall and husband, Herbert T. McCall, the bargainors, with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained.

Witness my hand and seal, at office in Nashville, Tennessee, this the 20th day of November, 1979.

Betty R. Powers
NOTARY PUBLIC

My Commission Expires: 7-26-80

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Betty R. Powers, a Notary Public in and for said County and State, the within named Arthur Jones, Jr. and wife, Jean H. Jones, the bargainors, with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained.

Witness my hand and seal, at office in Nashville, Tennessee, this the 20th day of November, 1979.

Betty R. Powers
NOTARY PUBLIC

My Commission Expires: 7-26-80

F64886

IDENTIF. REFERENCE

Nov 26 12 31 PM '79

FELIX Z. ALLISON II REGISTER
DAVIDSON COUNTY, TENN.

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY

NASHVILLE, TENNESSEE

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RECEIVED OF _____

FOR _____

CO - CONVEYANCE	CC - CERTIFIED COPY	MISC - MISCELLANEOUS
MO - MORTGAGE	REL - RELEASE	CO TX - STATE TAX CONVEY
WD - WARRANTY DEED	UCC - UNIFORM COMMERCIAL CODE	MO TX - STATE TAX MORT
TD - TRUST DEED		PRFEE - PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID

25950.00- CO
67.34 CO TX
.50 PRFEE
9.00 MORTG
CHECK 76.34-
7573A11/26/79 REL .5

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

F64886

IDENTIFICATION REFERENCE

Nov 26 12 31 PM '79

FELIX Z. WILSON, II REGISTER
DAVIDSON COUNTY, TENN.

No. 727401